

TERMS AND CONDITIONS

Definitions & Terms

Us - TAZTRAX Off road tour guide service Tasmania, its servants, agents, subsidiaries and / or associated entities.

You - Tour participant Customer, The service purchaser or the person for whom a service is performed.

TAZTRAX, an off road motorcycle tour guide service, is an independent operator.

By using the services of TAZTRAX I hereby accept the following terms and condition for the participation of a guide tour.

I accept that motorcycle riding is dangerous and can result in injury, serious injury and death.

I accept that TAZTRAX has taken all reasonable steps and necessary precautions to ensure the safety of TAZTRAX staff and tour participants.

I accept that TAZTRAX accepts no liability whatsoever for any loss, damage or injury to myself or property, before, during or after a TAZTRAX guided tour.

I agree to indemnify TAZTRAX from any liability, loss or damage to person or property throughout the duration of a TAZTRAX guided tour.

I accept that due to environmental and weather conditions that some features of a tour may need to be cancelled and all offers and benefits are based on weather. Decisions regarding weather are at the discretion of TAZTRAX and any decision will be final.

I understand and accept the following rules and requirements, conditions and statements

TAZTRAX reserves the right to cancel a tour for safety reasons.

TAZTRAX does not refund any monies or payments or parts thereof after 30 days prior to a tour. Return policies prior to the 30 day period are by arrangement stipulated by TAZTRAX.

TAZTRAX will refuse to allow participants under the influence of drugs or alcohol to take part in a TAZTRAX tour.

TAZTRAX does not accept any liability in regard to loss or damage or injury to person involved or not involved with a TAZTRAX tour.

TAZTRAX takes no responsibility for any claim, offers or representations made by staff or employees of TAZTRAX without the Authorised consent of TAZTRAX.

Exclusion and Limitation of liability

Subject to the Contract Terms TAZTRAX shall not be liable for any loss or damage suffered by the Customer and any other person howsoever caused or arising, whether an authorised or unauthorised act under these terms and conditions, whether caused by the negligence or recklessness and / or wilful misconduct of TAZTRAX or it's servants, agents, employees, subcontractors or otherwise, nor from any loss/damage resulting from or attributable to any quotation, statement or representation or information , oral or written, made or given on behalf of TAZTRAX or its servants, agents, employees, subcontractors as to the classification of liability for, amount, scale or rate of any such cost or tax arising.

Customers Indemnity

In accordance with Clause (4);

The customer shall indemnify and keep TAZTRAX indemnified against any action or claim, demand, loss or damage, cost and expense, duty, tax, impost or outlay whatsoever or howsoever caused which;

TAZTRAX may suffer, incur or is liable for arising out or in connection with any service arranged or performed by TAZTRAX in respect to goods and or services and or in respect of any such cost incurred as a result of a breach of any term and condition and or rule.

May be brought by a third party arising out of or in connection with any services arranged or performed by TAZTRAX for the customer.

Without limiting the generality of the foregoing, the Customer shall remain responsible to TAZTRAX for all charges to TAZTRAX paid by TAXTRAX and its agents, subcontractors and or any other Authority.

The customer shall indemnify the company in respect to loss or damage arising from any inherent loss of quality or part thereof the service to the Customer.

Insurance

The customer shall seek its own insurance cover. No insurance will be effected on TAZTRAX. TAZTRAX shall not be under any obligation to insure any service or Customer. Should such insurers dispute liability for any reason, the Customer as the insured shall have no recourse against TAZTRAX whatsoever and any recourse shall be against the insurer.

Governing Law

These contract terms and any dispute arising hereunder shall be governed by the Law of the State of Tasmania and the customer and TAZTRAX agree that all claims and disputes under these contract term shall be determined in a Court of Competent jurisdiction in Tasmania and the parties irrevocably agree to submit to the exclusive jurisdiction of such a court.

**Tour Participant
(Full Printed Name)**

Signature

Date / /

Company Representative

Staff Use ONLY	License Confirmed	Paperwork Signed	Date Confirmed	Payment Confirmed
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Signed Off	Staff Name		Staff Signature	